



MOBILE DREDGING & VIDEO PIPE

A Carylton Company

11420 Old Baltimore Pike
Beltsville, MD 20705
(301) 931.0707
(301) 931.0990
www.mdvpinc.com

November 16, 2018

PROPOSAL

Submitted to: Jim Blazek
Milani Construction, LLC
2001 Martin Luther King Ave SE
Washington, DC 20020

Proposal No. 18.507

Phone: 410-259-2287
Email: Blazek@milaniconstruction.net

Subject: Install CIP Trenchless Repairs in Storm Sewer in Washington, DC.

DETAILS:

- Single flush of the pipe prior to repair if required
- Install up to 6' long CIP Trenchless Repair in 15" and 18" diameter storm pipe as directed by the customer.

MDVP TO PROVIDE:

- Equipment and skilled operators to perform work
- Digital videos and reports

CUSTOMER TO PROVIDE:

- Coordination with system owner/inspector, including any necessary permits, maps, and any available pictures or videos
- Full street access to upstream and downstream manholes or structures, including any "no parking" signs if applicable.
- Traffic control.
- Bypass and dewatering of pipes and structures if necessary.
- Approved water source, including any water meters, for filling jet truck to flush lines prior to repair installation.
- Laborer to enter catch basins to reach through trap door to grab pull rope, if required.

PRICING:

- \$3,500/ea for 15" diameter x 6' long CIP Spot Repair
- \$4,000/ea for 18" diameter x 6' long CIP Spot Repair

TERMS: Net 30, including Visa or MC. Subject to the terms and conditions on page 2.

REMARKS OR SPECIAL CONDITIONS:

Mobile Dredging & Video Pipe, Inc. will not be responsible for liability, loss or expense where the primary cause of the claim or damage is preexisting, including faulty, inadequate or defective design, construction, maintenance or repair of property or contamination of the subsurface where the condition existed prior to the start of work. In the progress of our services, should we encounter any structural defect or failure in the pipelines, such will be reported to the Owner, but under no condition are we responsible for any corrections or repairs beyond the scope of this project. If in the course inspection, MDVP encounters impassible collapses, deformations, debris, bends, valves, or other obstructions that prevent the installation of a repair, the pipe inspection will be considered complete; if access from the other end is possible within reason, MDVP will attempt reverse inspection. Any downtime beyond the control of MDVP will be charged \$450/hr. Pricing assumes all (10) repairs will be performed on consecutive days and assumes there will be time to install two repairs per day. A reduction in quantity or time allowed will be eligible for a pricing adjustment.

Should you find this proposal satisfactory, please sign one copy and return to this office. We look forward to being of service to you.

Respectfully submitted,

Kent Stark
Project Manager
kstark@mdvpinc.com



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GENERAL TERMS AND CONDITIONS

General Conditions: These general conditions are incorporated by reference into the proposal and are part of the Agreement under which services are to be performed by the Contractor for the Customer. Contractor will follow Customer's instructions both verbal and written at all times.

Customer Provided Labor: Where the Customer provides labor for the Contractor, the Customer will indemnify the Contractor for liability, loss or expense for work related injuries to those laborers not provided by the Contractor. The Customer agrees to waive all rights of subrogation against the Contractor arising out of the work in this Agreement. The Customer agrees to comply with all local, state and federal regulations, including regulations governing issues pertaining to the environment, employee safety and health, public safety, and vehicular safety, such as those regulations enforced by the United States Occupational Safety and Health Administration, Environmental Protection Agency, Mine Safety and Health Administration and Department of Transportation. This includes all training of customer's employees and provision of suitable and safe equipment, as required by the applicable governmental regulations.

Customers Responsibilities: Customer will provide mechanical services. Operation and control of Customer's equipment is the Customer's responsibility. If Contractor cannot continue its work due to circumstance caused or allowed by Customer and of which Contractor was not apprised prior to starting the work, an hourly fee will be charged.

Damage Limitations: Under no circumstances will the Contractor be responsible for indirect, incidental or consequential damages. The Contractor also is not responsible for the rendering of or failure to render architectural, engineering or surveying professional services.

Pre-existing Conditions: The Contractor will not be responsible for liability, loss or expense (including damage caused by the backup of basement sewers) where the primary cause of the claim or damage is pre-existing conditions including faulty, inadequate or defective design, construction, maintenance or repair of property or contamination of the subsurface where the condition existed prior to the start of the Contractor's work. Customer is responsible for loss of service equipment caused by the pre-existing conditions at the job site.

Environmental Conditions: The debris is represented to Contractor to be non-hazardous, requiring no manifesting or special permitting. The Customer will be responsible for any additional costs or claims associated with the treatment, storage, disposal of the removed debris, or breach of the above representation, at any time during or after the completion of this project.

Indemnification: The Customer and the Contractor will each indemnify the other in proportion to relative fault for liability, loss and expense incurred by the other party resulting from a negligent act or omission in performance of work under this Agreement. The Customer also will indemnify Contractor for liability, loss and expense resulting from Contractor's services if the Contractor is acting at the direction or instruction of the Customer, or where the primary cause of any damages is due to information provided by the Customer.

Credit Policy: Net-30. If any invoice is not paid in accordance with its terms, the customer agrees that there shall be added thereto, and the customer agrees to pay to contractor, a late charge at the rate of 1.5% per month on the unpaid balance, plus all costs, including reasonable attorney fees, incurred by the contractor in collection of any invoice not paid in accordance with its terms.

Entire Agreement: This proposal together with any written documents which may be incorporated by specific reference herein constitutes the entire agreement between the parties and supersedes all previous communications between them, either oral or written. The waiver by Contractor of any term, condition or provision herein stated shall not be construed to be a waiver of any other term, condition or provision hereof.

I S. BlazeK, PM
Print Name, Title

accept this Proposal and certify this is (Prevailing Wage: Non-Prevailing Wage) job:
Circle One

[Signature]
Signature & Title

Date: 11/20/18